

INVITATION FOR BIDS

NO. J06110

TO PROVIDE
LANDESK MANAGEMENT SUITE 8
with LANDESK SECURITY SUITE 8

TO
THE JUDICIARY
STATE OF HAWAII

NOTE: If this solicitation document was downloaded through the internet, each interested person must register through email, providing contact information to the listed contact person in the Judiciary Contracts & Purchasing Office. Registration is essential for you to receive any addendums or other information for this solicitation. The Judiciary shall not be responsible for any missing addenda, clarifications, attachments or other information regarding this solicitation if an offer is submitted from an incomplete solicitation document.

December 29, 2005

THE JUDICIARY, STATE OF HAWAII
HONOLULU, HAWAII

INVITATION FOR BIDS
NO. J06110

December 29, 2005

Competitive sealed bids TO PROVIDE LANDESK MANAGEMENT SUITE 8 WITH
LANDESK SECURITY SUITE 8 TO THE JUDICIARY, STATE OF HAWAII, will be received
at:

The Judiciary, State of Hawaii
Financial Services Division
Kauikeaouli Hale
1111 Alakea Street, 6th Floor
Honolulu, Hawaii 96813-2807

up to and will be opened on January 20, 2006, 2:00 P.M. Hawaii Standard Time

Bids received after the date and time specified above or at a location other than the location specified above will not be considered. All proposals must be made on forms obtainable at the aforesaid place or from our web site at <http://www2.hawaii.gov/jud> and must be in accordance with the accompanying instructions.

Questions relating to the technical aspects of this Invitation for Bids may be directed to David Maeshiro of the Judiciary Information Technology and Communications Division at (808) 538-5301 or FAX (808) 538-5377 or email david.k.maeshiro@courts.state.hi.us ; other questions may be directed to Naty Butay in the Contracts & Purchasing Office, at (808) 538-5805 or FAX (808) 538-5802 or email naty.b.butay@courts.state.hi.us.

Janell Kim
Financial Services Administrator

(Judiciary & SPO Websites: December 29, 2005)

IFB NO. J06110

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SECTION ONE - INTRODUCTION

1.1 INTRODUCTION

The Judiciary, State of Hawaii is seeking bids to provide a software to the staff of its Information Technology & Communications Division. The Information Technology & Communications Division provides a variety of computer technology services to the statewide court system including receiving trouble calls, providing resolutions to personal computers (PC) hardware and software problems, maintenance and upgrades of PC software, and security for PCs. The Judiciary has determined that to facilitate this function, **only the LANdesk Management Suite 8 with LANdesk Security Suite 8, is acceptable for submission in this IFB.**

1.2 SIGNIFICANT DATES

Advertisement	December 29, 2005
Deadline for Questions	January 4, 2006
Response to Written Questions	January 9, 2006
BID OPENING	January 20, 2006; 2:00 p.m. HST
Tentative Notice of Award	January 27, 2006
Tentative Notice to Proceed	February 1, 2006

END OF SECTION

SECTION TWO - SPECIFICATIONS

2.1 GENERAL INFORMATION

- 2.1.1 This Invitation for Bid (IFB) solicits offers from vendors for providing the LANDesk Management Suite 8 with LANDesk Security Suite 8 (hereinafter called LANDesk Software System), as specified by the Information Technology and Communications Division (ITCD) of the Judiciary, State of Hawaii.
- 2.1.2 The requirements of this section are important to the delivery and installation of proper software licenses, media kits and documentation for use by the Judiciary's various programs. This IFB sets forth software requirements for our current as well as future Wide Area Network (WAN), Local Area Network (LAN) and Personal Computer environments.
- 2.1.3 The acceptable helpdesk software product is LANDesk software.

2.2 GENERAL REQUIREMENTS

- 2.2.1 All software media kits and documentation must be new.
- 2.2.2 Vendor must deliver all products ordered within 30 days of receipt of the purchase order.
- 2.2.3 Update/New Release Maintenance must be provided. Maintenance must include new software releases and new OS patch and security updates.

2.3 BACKGROUND

A PC management product was previously obtained for remote desktop management purposes. To fully utilize the product in our current environment, it was estimated to cost approximately \$180,000. Alternatives were sought that would accomplish remote desktop management. Using research done by Gartner, Inc., an information technology research firm, and supplemental information from Forrester, Inc., ITCD decided to replace the existing product with LANDesk or Altiris. After soliciting bids for 200 licenses to include 1) desktop remote control, 2)push/pull of software to the desktop, and 3) desktop patch management, LANDesk was selected, installed by NetEnterprise.

The LANDesk product was tested during a pilot program involving 200 user licenses. This initial testing proved successful and subsequently an additional 1,800 temporary licenses were released by LANDesk for Judiciary use in performing a more comprehensive test. During this second phase of the evaluation, the focus was on using the features of LANDesk to help with the deployment requirements of the Judiciary Information Management System (JIMS) project.

Currently, ITCD has at least 6 personnel using the remote control function of LANDesk to correct problems encountered by users on their PCs.

The Judiciary's computing environment serves approximately 1,800 employees working in multiple offices. We have a presence on each of the 6 major Hawaiian islands. On Maui, Hawaii and Oahu,

there are multiple staff locations, often 20 to 50 miles from each other. In the downtown Civic Center, the four main Judiciary buildings, housing approximately 1,000 users are connected via fibre optic cable. There are an additional 250 users on Oahu in offices from Nanakuli to Kaneohe. Kauai has a

single site with 100 users, Maui has multiple locations with 225 users and Hawai'i has 225 people in at least six offices, in Hilo, Kona and Waimea..

There are approximately 2,000 personal computers in use, connected primarily via Ethernet to a Local area Network (there are small pockets of Token Ring users, which are being converted). The desktop operating systems consist of 100 Windows 98 users, 700 Windows 2000 users and 1200 Windows XP users.

Our Network Operating System standard is Novell NetWare, installed on 23 NetWare 4.x servers and 17 NetWare 6.0 servers. Each Judiciary user logs in to one of these servers, which provide file and print services.

The various office LANs are interconnected to a WAN via Frame Relay, T-1 and the State of Hawai'i's NGN. Most of the connections pass thru the Network Operating Center at 1111 Alakea Street in Honolulu, Hawaii.

2.4 ENVISIONED LANDESK SOFTWARE USAGE

At the Judiciary, ITCD supports numerous software applications in a variety of PC environments that includes running applications across multiple platforms. Since our IT helpdesk staffing levels are well below industry norms, tools like LANDesk, that help to increase the productivity level of our support personnel are very important.

We envision that LANDesk will greatly enhance our capabilities to troubleshoot, isolate and correct problems; provide operating system and application security patch management capabilities; install, configure and maintain desktop software. LANDesk will also allow us to more effectively manage both physical and contractual assets. The ability of LANDesk to accomplish these things will translate into an overall reduction in the costs associated with providing desktop service and maintenance. We have also found the LANDesk user interface to be relatively straight forward and easy to use, given the wide variety of functionality that the product provides.

We have found that LANDesk does all of these by providing a highly integrated suite of products, that delivers one comprehensive solution that can be used in support of a variety of desktop configurations. That single solution is also used to provide server-based management functions like remote control, software distribution, asset management (both hardware and software), OS deployments and migration, patch management and software metering.

2.5 REQUIRED FEATURES

2.5.1 General

- a. Must be able to perform the following desktop management functions through a single integrated console: Inventory Management, Remote Control, Software License Monitoring, Software Distribution, Patch Management, Operating System Deployment.
- b. Must provide role based security to enable granular function access control for sub-administrators.
- c. Additional access control based on scope, that is a subset of devices.

- d. Must support unmanaged discovery of devices to facilitate agent rollout.
- e. Must support remote agent deployment.
- f. Must support remote agent configuration.

2.5.2 Remote Control

- a. Allow remote administration of clients from console with the following function: remote control, chatting, file transfer and remote execute.
- b. Allow client to control remote access security including permission settings, and access to functions.
- c. Support shutdown and reboot of remote clients.
- d. Allows user to customize performance setting for the remote control session by reducing color and images transferred from the remote client's screen.

2.5.3 Software Distribution

- a. Support both pull and push distribution to support various deployment plans and scenario.
- b. Support bandwidth-friendly technology like Targeted Multicasting that allows distribution of large packages to many users without dedicated hardware or router reconfiguration.
- c. Integrated to the inventory database to facilitate the process of target deployment.
- d. Ability to support multiple package types, including MSI, setup.exe and other installers.

2.5.4 Asset Management

- a. Must capture inventory details including hardware and software.
- b. Must be able to customize the scan at specific time or specific interval or specific event like user logon.
- c. To minimize network resources, the scan data must be compressed before sending to the core database.
- d. Must have both 32 bit management interface and web driven management interface.

2.5.5 Operating System Deployment/Migration

- a. Support Microsoft SYSPREP images with SYSPREP.INF files for specific client
- b. Support third party tools like Ghost.
- c. Allow capturing and restoring of the following content: user accounts, application settings, template and associated files, desktop setting and files and folders.

2.5.6 Patch Management

- a. Maintain updated vulnerability and patch information from industry sources.

- b. Able to perform customized vulnerability assessment and remediation by selecting a vulnerability group and deploy to a specific set of devices in a control environment before actual roll out.
- c. Ability to schedule patch management tasks including vulnerability updates, device scans and patch downloads.
- d. Ability to perform remediation as a scheduled task and a policy for selected list of devices or auto fix for special vulnerability onto all affected clients.

2.5.7 Software licensing

- a. Able to scan for known and unknown applications.
- b. Able to capture software installation information for monitored applications including file name, product name, version number and size.
- c. Able to capture usage data showing specific software usage information on each client such as, last used, last user, number of executions, usage duration, etc.
- d. Easy configuration of license parameters including number purchased, license type, quantity, serial number, purchase information like pricing, date purchase, PO number and reseller information.
- e. Easy tracking of purchase information - like pricing, date purchase, PO number and reseller information - license holder and physical location of the license.
- f. Support application launch denial to keep unauthorized software from running even on clients that are disconnected from the network.

2.5.8 Reporting

- a. Capable of exporting report data into multiple file formats.
- b. Web driven and 32 bit application driven reporting interface and reports.
- c. Capable of supporting “And” “Or” “Like” logical operators for query and reporting.
- d. Query capability must be simple to use, and not require any scripting.

2.6 OPERATING ENVIRONMENT

- 2.6.1 It is the selected vendor’s responsibility to verify that the proposed LANDesk Software System will integrate and operate within the Judiciary’s current operating systems.

2.7 LANDESK SOFTWARE SERVER

- 2.7.1 The Judiciary will provide a single server for the LANDesk software to be loaded on. The selected Contractor will provide the Judiciary with the server configuration required for the LANDesk software thirty days prior to installation.
- 2.7.2 The selected contractor will load the LANDesk software and perform a functional test to check for proper operation. Contractor will deploy client software to desktop PCs.
- 2.7.3 The selected contractor will work with the officer-in-charge and designees to gather a database for software operation. The selected contractor will input this database.

2.7.4 Contractor will configure software features as appropriate for Judiciary's environment.

2.7.5 Contractor will conform to Judiciary's computing and security standards.

2.8 DELIVERY

2.8.1 The software shall be delivered and installed within ninety (90) days of notice to proceed to the following location:

Information Technology & Communications Division (ITCD)
Kauikeaouli Hale, 1st Floor Computer Room
1111 Alakea Street
Honolulu, Hawaii 96813

Prior to **delivery**, Contractor must contact Velma Matsuda at 808-538-5335 or her designee to coordinate delivery arrangements.

2.9 INSTALLATION

- 2.9.1 Install and activate core server with best practice configurations
- 2.9.2 Define and configure agent settings
- 2.9.3 Define and configure security scan settings
- 2.9.4 Configure patch management downloads
- 2.9.5 Configure and schedule UDD scans
- 2.9.6 Deploy managed nodes and verify agent connectivity, functionality, and inventory scans
- 2.9.7 Document installation
- 2.9.8 Define and configure custom column sets
- 2.9.9 Create LANDesk users and scopes
- 2.9.10 Create usable queries
- 2.9.11 Import and customize SLM data
- 2.9.12 Customize inventory scans Customize UDD scans
- 2.9.13 Configure alerting
- 2.9.14 Define and configure software delivery methods
- 2.9.15 Define and test customized patch management methodologies
- 2.9.16 Define and test customized software distribution methodologies
- 2.9.17 Define and test customized Operating System Deployment methodologies

2.10 TRAINING

- 2.10.1 Training shall be provided for up to 30 Judiciary personnel in using the Remote Control and Spyware cleansing and prevention functions . Up to 3 separate sessions shall be held to provide hands-on training to them. Training shall be held at a Judiciary Honolulu site on the Judiciary LANDesk installation.
- 2.10.2 Training shall be provided for up to 12 ITCD personnel in the administration of the LANDesk system. Up to 2 separate sessions shall be held to provide hands-on training to them.
- 2.10.3 Training for 3 additional topics (up to 2 sessions each for up to 12 ITCD personnel) shall also be provided by the contractor. The three topics to be covered shall be mutually agreed upon by

the contractor and the officer-in-charge. Examples of likely training topics include: asset management (including software metering), software distribution and patch management.

- 2.10.4 Appropriate electronic or printed documentation and training materials shall be provided for all training sessions.

2.11 SUPPORT

- 2.11.1 Hawaii based support personnel is required.

- 2.11.2 Hawaii based support must consist of:

- A. at least one person who is a certified LANDesk engineer.
- B. at least one Microsoft certified Windows 2003 Server engineer.
- C. at least one Cisco certified network engineer

- 2.11.3 Hours of support shall be Monday through Friday, 8:00 a.m. to 5:00 p.m. Hawaii standard time, excluding State holidays.

- 2.11.4 The initial call back response by the contractor after the placement of initial trouble call shall not exceed thirty (30) minutes. If on-site assistance is required, a certified LANDesk engineer shall respond on-site within four (4) hours from the placement of the trouble call to the contractor.

If on-site assistance is not required, a qualified LANDesk technician shall respond via remote access within one (1) hour from the placement of the trouble-call to the contractor.

Exceptions to the response times can be made, provided that other Judiciary approved arrangements have been made.

- 2.11.5 Support for maintenance and servicing shall be provided during the Judiciary's normal business hours. In the event the Judiciary requests the Contractor to perform repairs after normal working hours, the Contractor will coordinate access with the Officer- in- Charge or his designee. Such work will be performed on an hourly time and material(s) basis.
- 2.11.6 The Contractor must offer annual software maintenance, upgrades and licensing options for a period of four (4) years after the initial license period expires.
- 2.11.7 The Contractor shall recommend and assist in configuring and appropriate data backup solution.

END OF SECTION

SECTION THREE - SPECIAL PROVISIONS

3.1 SCOPE

The contract for the software as specified herein shall be in accordance with these Special Provisions, Specifications, and the General Conditions.

3.2 OFFICER-IN-CHARGE

For the purposes of this Contract, Velma Matsuda, telephone (808) 538-5335, is designated Officer-in-Charge (OIC).

3.3 TERM OF CONTRACT

The tentative term of the contract, extensions and maintenance shall be for the initial one year contract commencing on February 1, 2006, with the option to extend for four (4) additional twelve (12) month periods.

Judiciary may terminate the contract at any time upon sixty (60) days prior written notice.

3.4 QUANTITY

Contractor shall provide One (1) copy of the software system bid, providing service to users and personnel described in Section 2.5, "Envisioned LANDesk Software". The Judiciary reserves the right to increase the number of licensed LANDesk users at the offer price quoted in Section I.C. of the Offer Form.

3.5 OFFER PREPARATION

All responses must be typewritten on the offer forms provided and on any additional sheets required to meet the detailed responses as stated in the Specifications and/or Special Provisions and must be in accordance with the terms and conditions stated herein. All costs associated with this bid preparation are the sole responsibility of the OFFEROR. Any offer stating terms and/or conditions contradictory to those included herein may be rejected without further consideration.

Offer Form, Page Of-1. OFFEROR is requested to submit its offer using OFFEROR's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate spaces on OFFER FORM, page OF-1. Failure to do so may delay proper execution of the contract.

Bid Quotation. Bid price shall be based on delivery of the products to the Judiciary, including installation charges, customization, training, and maintenance costs of the software system bid, and shall include all applicable costs and taxes including the Hawaii General Excise Tax. If there is a discrepancy in the bid prices submitted, the unit price submitted will prevail. Further clarification as follows:

- A. LANDesk Management Suite 8- Including
 - A. Software
 - B. Additional Server/Software/Installation costs to implement LANDesk. Contractor shall define additional software or server required to purchase in the bid. Contractor should not assume that such products as SQL Server are available at the Judiciary.
- C. Cost for Year 1 Maintenance (Net of any warranty coverage, if applicable to the maintenance).
- D. Type III Installation (Cost for Installation and Customization of LANDesk., etc)

- B. Training Costs
- C. Total Bid Price for LANDesk Management Suite and Training Costs (A + B)
- D. Additional LANDesk Licenses - Price of each block of 100 additional LANDesk licenses over the initial estimate of 1,800 licenses within Year 1.
 - A. Update/New Release Maintenance for additional licenses purchased in Year 1.
- E. Hourly rate for additional training and support. We anticipate requiring 100 hours of additional support over the first year of the contract.
- F. Update/New Release Maintenance for Years 2 through 5 - Since future costs cannot be determined, the Judiciary requests that future Maintenance pricing shall be at the level then in effect for 2,000 licenses and any additional licenses purchased.. Judiciary shall have the option of obtaining annual maintenance only from the bidder providing the LANDesk Management Suite.
- G. Additional Primary LANDesk Licenses - Price of each additional primary LANDesk licenses in,100 block increments, over the initial estimate of 1,800 licenses for Years 2 through 5. Since future costs cannot be determined, the Judiciary requests that pricing for additional future licenses shall be at the level then in effect for 1,800 licenses.

Additional Information. Provide names and addresses of Joint Contractors/Subcontractors, of References, and of Local Representatives.

Proposal Guaranty. A Proposal Guaranty is NOT required for this INVITATION FOR BIDS.

Tax Clearance. See General Conditions for instructions.

For sealed offer submittal purposes, your tax clearance must be valid on the solicitation's legal ad date or any date thereafter, up to the offer due date. A valid tax clearance certificate received with the offer will remain valid for the contract award.

Tax Liability. Work to be performed under this solicitation is a business activity taxable under Chapter 237, Hawaii Revised Statutes (HRS), and vendors are advised that they are liable for the Hawaii General Excise Tax (GET) at the current 4% rate. If, however, an OFFEROR is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, OFFEROR shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

3.6 SUBMISSION OF OFFERS

OFFERORs shall submit three (3) copies (1 original, 2 copies) of their sealed Offer no later than the date and time indicated in Section 1.2, Significant Dates, to:

The Judiciary, State of Hawaii
 Financial Services Division
 1111 Alakea Street, 6th Floor
 Honolulu, HI 96813 -2807
 Attention: Naty Butay

PROPOSALS RECEIVED AFTER THE DATE AND TIME SPECIFIED SHALL NOT BE

ACCEPTED AND SHALL BE RETURNED TO THE VENDOR UNOPENED.

3.7 OFFEROR QUALIFICATION

- 3.7.1 Experience: At the time of bidding and throughout the contract period, offeror shall have an established place of business in Hawaii, shall be fully qualified to service the installed software, shall have available at least one certified LANDesk engineer to install, customize, and maintain the software system and shall have at least one Microsoft certified Windows 2003 Server engineer. OFFEROR shall have on staff, trained technicians who shall have a minimum of one (1) year experience with installing, customizing, and maintaining the same type of software system bid.
- 3.7.2 References. OFFEROR shall indicate on the Offer Form pages the names, addresses, telephone numbers, and contact persons of two (2) companies, preferably within the state of Hawaii, for which the OFFEROR has provided installation and support of the LANDesk Management Suite being bid. All references must have been serviced by the OFFEROR within the past three (3) years. The references must be from an organization of at least 50 people, preferably located at more than one physical location. The Judiciary reserves the right to contact any of the listed companies to inquire about the OFFEROR's performance. The Judiciary reserves the right to reject the bid submitted by any offeror who has not furnished and/or installed the software system bid and performed services that are similar in nature to services required in this bid or whose performance on other jobs for this type of service has been proven unsatisfactory. (See References section in OFFER FORM for further details.)
- 3.7.3 Local Representative. OFFEROR shall have and identify a local representative (in Hawaii) in order to qualify for bid. Local representative must have an office location in the state of Hawaii on Oahu, from where he/she conducts his/her business during normal working hours and from where he/she will be accessible for requests or system problems. Local representative shall be able to meet with the Judiciary and be available, accountable, and be responsible for the maintenance of the software system bid for the duration of the contract period. Local representative must have at least 3 staff members. Failure on the part of the OFFEROR to meet these requirements shall result in rejection of bid.
- 3.7.4 Certificate of Compliance. Pursuant to §103D-310(c), HRS, the successful OFFEROR shall be required to submit an approved certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue and must be valid on the date it is received by the Judiciary.

The application for the certificate is the responsibility of the OFFEROR, and must be submitted directly to the DLIR. and not the Judiciary.

- 3.7.5 Certificate in Good Standing. To be eligible for award, the OFFEROR must comply as follows:

Hawaii Business. A business entity referred to as a "Hawaii Business", is registered and incorporated or organized under the laws of the State of Hawaii. As evidence of compliance, OFFEROR shall submit a *CERTIFICATE OF GOOD STANDING* issued by the Department of Commerce and Consumer Affairs, Business Registration Division (BREG). A Hawaii business that is a sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit a certificate. An OFFEROR's status as sole

proprietor or other business entity and its business street address indicated on the Offer Form (OF-1) will be used to confirm that the OFFEROR is a Hawaii business.

Compliant non-Hawaii business. A business entity referred to as a “compliant non Hawaii Business” is not incorporated or organized under the laws of the State of Hawaii but is registered to do business in the State. As evidence of compliance, OFFEROR shall submit a *CERTIFICATE OF GOOD STANDING*.

To obtain a *CERTIFICATE OF GOOD STANDING* go online to:

www.BusinessRegistrations.com and follow the prompt instructions. To register or obtain a “*CERTIFICATE OF GOOD STANDING*” by phone, call (808) 586-2727 (M-F 7:45 to 4:30 HST). The “*CERTIFICATE OF GOOD STANDING*” is valid for six months from date of issue and must be valid on the date it is received by the Judiciary. OFFERORs are advised that there are costs associated with registering (\$25.00 - \$100.00) and obtaining a “*CERTIFICATE OF GOOD STANDING*” (\$25.00) from the DCCA.

- 3.7.6 Timely Submission of all Certificates. The above certificates should be applied for and submitted to the Judiciary as soon as possible. If a valid certificate is not submitted by the Tentative Notice of Award date, an offer otherwise responsive and responsible may not receive the award.
- 3.7.7 Final Payment Requirements. In addition to a tax clearance certificate, an original “*CERTIFICATE OF GOOD STANDING for FINAL PAYMENT*” (SPO Form 22) will be required for final payment. A copy of the form is also available at: <http://www2.hawaii.gov/StateFormsFiles/Form22.pdf>
- 3.7.8 Joint Contractors. OFFEROR may subcontract portions of this project. OFFEROR shall be the Primary Contractor and be liable for all work performed under this project. All Subcontractors shall be listed on the offer form and any change in subcontractor shall be submitted to the Officer-in-charge for approval.

3.8 METHOD OF AWARD

- 3.8.1 Award, if any, will be made to the responsive, responsible offeror submitting the lowest Total Sum Bid Price for LANDesk Software System(Offer Form Section A) and Training Costs (Offer Form Section B).
- 3.8.2 OFFEROR must bid on all items listed to qualify for award.

3.9 EXECUTION OF CONTRACT

The successful OFFEROR receiving the award shall be required to enter into a formal written contract with the Judiciary. The following documents are required for award of a contract: An original or certified copy of a tax clearance issued by the Hawaii State Department of Taxation and Internal Revenue Service, Certificate of Compliance issued by the Department of Labor, and Certificate in Good Standing issued by the Department of Commerce and Consumer Affairs. Upon execution of the contract, the Judiciary shall issue a Notice to Proceed, specifying the contract

commencement date.

No work shall be undertaken by the Contractor prior to the commencement date specified on the Notice to Proceed. The Judiciary is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor arising prior to the official starting date.

3.10 CONTRACT BOND

Contract Bond is NOT required for this contract.

3.11 PRICING INFORMATION AND ADJUSTMENTS

No price increase will be allowed during the first year of the contract term or within each subsequent extension, however in the event of a general price decline, the Judiciary will be entitled to reductions given to similar customers.

3.12 WRITTEN INQUIRIES

Inquiries or questions concerning discrepancies, omissions, non-compliance with any requirement of this IFB, or doubts as to the meaning of specifications, special provisions, general conditions, or evaluation and selection must be communicated in writing by the date indicated in the Significant Dates Section 1.2, to the following address:

The Judiciary, State of Hawaii
Financial Services Division
Attn: Naty Butay
1111 Alakea Street, 6th floor
Honolulu, HI 96813

Fax: (808) 538-5802, or naty.b.butay@courts.state.hi.us

OFFEROR may provide its express mail service account number or FAX number so that responses may be sent to OFFEROR with minimum delay. Every effort will be made to ensure that responses are available on a timely basis, however, the Judiciary is not responsible for OFFEROR's late receipt of responses to written questions due to carrier delays.

3.13 ORDERING

A Notice to Proceed will be sent by the Judiciary to order the software product.

3.14 DELIVERY, SITE PREPARATION, INSTALLATION, CUSTOMIZATION, AND MAINTENANCE

3.14.1 The Contractor shall complete delivery, installation, and customization toward written Judiciary acceptance of the software system within **Ninety (90) calendar days from the Notice to Proceed date**. Failure to meet the completion date, will be subject to Liquidated Damages as stated in the Special Provisions.

3.14.2 Contractor shall provide requirements/instructions for site preparation to the Judiciary within seven (7) days after receipt of order. The Judiciary shall at its own expense be responsible for having the site for the LANDesk Management Suite cleared and prepared and shall provide the required electrical services.

3.14.3 Contractor shall install LANDesk software into the server provided by the Judiciary.

- 3.14.4 Contractor shall provide programming services to customize the LANDesk Management Suite pursuant to the Specifications.
- 3.14.5 At Judiciary's option, Contractor shall provide maintenance services for the LANDesk Management Suite pursuant to the Specifications and in accordance with the pricing quoted in this IFB.

3.15 INVOICING

Contractor shall submit an original and three copies of the invoice to the Fiscal office at the address listed below:

The Judiciary, State of Hawaii
Office of the Administrative Director
Administration Fiscal Office
1111 Alakea St, 6th floor
Honolulu, HI 96813

3.16 PAYMENT

Section 103-10, HRS, provides that the Judiciary shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods & services to make payment. For this reason, the Judiciary will reject any offer submitted with a condition requiring payment within a shorter period. Further, the Judiciary will reject any offer submitted with a condition requiring interest payments greater than that allowed by Section 103-10, HRS, as amended.

The Judiciary will not recognize any requirement established by the OFFEROR and communicated to the Judiciary after award of the contract which requires payment within a shorter period or interest payment not in conformance with statute.

3.17 TERMINATION FOR CAUSE

If the Contractor:

1. Fails to begin the work or services under the contract within or by the time specified.
2. Fails to perform the work with sufficient workmen, equipment, or materials to insure prompt completion of the work.
3. Performs the work or services negligently, or neglects or refuses to remove materials or to perform anew, such work or services that may be rejected as unacceptable.
4. Discontinues the prosecution of the work or services.
5. Otherwise breaches any term of the contract.
6. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency.
7. Allows any final judgement to stand against him unsatisfied for a period of ten (10) days.

8. Makes an assignment for the benefit of creditors.
9. For any other cause whatsoever, fails to carry out the work or services in an acceptable manner.

The Judiciary will give notice to the Contractor of such delay, neglect, or default. If the Contractor within a period of ten (10) days after the date of such notice, does not proceed in accordance therewith, then the Judiciary will have full power and authority, without violating the contract, to take the prosecution of the work or services out of the hands of the Contractor, and to use such methods are deemed necessary to complete the contract in an acceptable manner.

All costs and charges incurred by the Judiciary, together with the cost of completing the work or services under the contract, will be offset from any monies due or which would or might have become due to the Contractor had the Contractor completed the work under the contract. If such expense exceeds the sum which would have been payable under the contract, the Contractor shall be liable and shall pay to the Judiciary the amount of such excess within ten (10) days after demand therefore.

3.18 LIQUIDATED DAMAGES

Failure to complete delivery of any item in the contract within the time proposed will cause damage to the Judiciary. The amounts of said damages being difficult, if not impossible to ascertain, shall be estimated, agreed upon and fixed at the sum of ONE HUNDRED DOLLARS (\$100.00) for each and every calendar day the Contractor delays in completing any item of the contract after the required date of said completion. The total sum due for such delay, shall be deducted from any payments due or to become due to the Contractor.

3.19 INTERPRETATION OF PROVISIONS

Notwithstanding any other provisions, if there is any doubt as to the interpretation of any of the provisions of this agreement, the interpretation given and made by the Officer-in-Charge with the approval of the Financial Services Administrator, or the interpretation made by the Financial Services Administrator, shall govern and control. In addition, the parties hereto agree that said Financial Services Administrator, shall have the sole power to decide and resolve matters which may come up in the future and which are not covered by this agreement.

3.20 CONFLICTS AND VARIATIONS

In the event of any conflict or variation between the provisions of this document entitled Special Provisions and the General Conditions, the provisions of the document entitled Special Provisions shall control.

END OF SECTION

SECTION FOUR - OFFER FORM

FURNISH DELIVER AND INSTALL THE LANDESK MANAGEMENT SUITE 8 WITH LANDESK SECURITY SUITE 8 FOR THE JUDICIARY, STATE OF HAWAII

Offeror: _____

Honolulu, Hawaii

_____, 20_____

Financial Services Administrator
The Judiciary, State of Hawaii
Kauikeaouli Hale
1111 Alakea Street, 6th Floor
Honolulu, Hawaii 96813

Dear Financial Services Administrator:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Conditions dated February 2001 by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

The undersigned hereby proposes to PROVIDE LANDesk Management Suite 8 with LANDesk Security Suite 8 to THE JUDICIARY, STATE OF HAWAII, for the Total Bid Price of:

_____. Dollars (\$_____).

(NOTE: Offeror shall bid on LANDesk Management Suite 8 with LANDesk Security Suite 8 only; bids on any other brand will not be accepted)

The undersigned represents: **(Check ✓ one only)**

☐ A **Hawaii Business** incorporated or organized under the State of Hawaii; **OR**

☐ A **Compliant Non-Hawaii business** not incorporated or organized under the laws of the State of Hawaii, but registered at the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division to do business in the State of Hawaii and has a separate branch or division in the State that is capable of fully performing under the contract.

State of incorporation _____

Offeror is:

☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ Joint Venture
☐ Other _____

Federal I.D. No. _____

Hawaii General Excise Tax License I.D. No. _____

Payment address (other than street address below): _____

City, State, Zip Code _____

Business address: _____

City, State, Zip Code _____

Date: _____

Phone No.: _____

Fax No.: _____

Email Address: _____

Respectfully submitted,

(x) _____
Authorized (Original) Signature

Name and Title (Please Type or Print)

*

Exact Legal Name of Company (Offeror)

* If OFFEROR is a "dba" or a "division" of a corporation, please furnish the exact legal name of the corporation under which the contract, if awarded, will be executed:

The following offer is hereby submitted to furnish, deliver, install, customize, and maintain a LANDesk Software System . Prices shall include all applicable costs and taxes including the Hawaii General Excise Tax.

A.	LANDesk Software 1,800 licenses	\$
	Additional Server/Software/Installation costs (please define)	\$
	Cost for year 1 maintenance, net of any warranty coverage, if applicable)	\$
	Type III Installation (cost for installation and customization of LANDesk, etc)	\$
	Total Bid Price for Landesk Software, Server, Installation and Maintenance Costs.	\$

B.	Training for 30 Personnel in using the remote control and spyware cleansing function, 3 hands-on separate sessions, 10 personnel per session	\$
	Training for 12 Personnel in the administration of the LANDesk System, 2 hands-on separate sessions, 6 personnel per session	\$
	Training for 12 Personnel for 3 additional topics , 2 sessions, 6 personnel per session	\$
	Total Bid Price for Training	\$

C.	Total Bid Price (A + B) **	\$
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** TOTAL BID PRICE for Landesk Software System should agree with Total Bid Price on page 1 of this Offer Form. Total Bid Price shall include all and any miscellaneous costs, Hawaii General Excise Tax, and any and all other costs incurred for this project.

Additional Licenses:

D.	Additional LANDesk licenses price in 100 block increments over the initial estimate of 1,800 licenses, year 1	\$
	Update/New Release Maintenance for additional licenses in 100 block increments, year 1	\$

Additional Training and Support:

E.	Hourly rate for additional training per class, year 1. Please indicate maximum personnel per class. _____	\$
	Hourly rate for requested additional support, year 1	\$

Update/New Release Maintenance for Years 2 through 5

- F. Future Maintenance pricing shall be at the level then in effect for 2,000 licenses and/or any additional licenses purchased. (Please indicate)

YES

NO

Additional LANDesk Licenses for Years 2 through 5

- G. Pricing for 100 License block increments shall be at the level then in effect for 1,800 licenses (Please indicate)

YES

NO

II. Additional Information**A. Joint Contractors/ Subcontractors**

The OFFEROR certifies that the following is a complete list of all contractors and subcontractors who will be engaged by the OFFEROR on the project to perform the nature and scope of work indicated. The OFFEROR further understands that only those joint contractors and subcontractors listed shall be allowed to perform work on this project and that all other work necessary shall be performed by the OFFEROR with his own employees. If no joint contractor or subcontractor is listed, it shall be construed that all of the work shall be performed by the OFFEROR with his own employees.

Provide the complete firm name, address and phone number of the joint or subcontractor.

Subcontractor Name	Address	Phone/Fax/Email

B. References

FAILURE TO COMPLETE ANY OF THE FOLLOWING ITEMS MAY RESULT IN THE DISQUALIFICATION OF THE SUBMITTED BID.

Names and addresses of companies, other than the Judiciary, for which the undersigned has he installed LANDesk software and performed or is currently performing support services that are similar in nature and/or volume to services specified in the attached specifications. Refer to References section, of the enclosed Bid Proposal.

Company/Agency Name & Contact	Address	Phone/Fax/email

C. Name and Address of Local Representative

Company Name & Contact	Address	Phone/fax/email

ATTACHMENTS:

GENERAL CONDITIONS

PROCEDURAL REQUIREMENTS

PUBLICATION 1, INFORMATION ON TAXES

TAX CLEARANCE APPLICATION

CERTIFICATE OF COMPLIANCE